

Docket No. 0206.CR.08

PTO/SB/96 (04-07)

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U.S. Patent and Trademark Office; U.S. DEPARTMENT OF COMMERCE

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STATEMENT UNDER 37 CFR 3.73(b)

Applicant/Patent Owner: Brown et al.

Application No./Patent No.: 10/579,607 Filed/Issue Date: May 16, 2006

Entitled: Vectors, Mutant Viruses and Methods for Generating Mutant Viruses

Crusade Laboratories Limited, a company incorporated in England & Wales (Reg. 03837867)
(Name of Assignee) (Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest; or
2. ☐ an assignee of less than the entire right, title and interest
(The extent (by percentage) of its ownership interest is _____ %)

in the patent application/patent identified above by virtue of either:

- A. ☐ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

OR

- B. ☒ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as follows:

1. From: _____ To: _____
The document was recorded in the United States Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.
2. From: _____ To: _____
The document was recorded in the United States Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.
3. From: _____ To: _____
The document was recorded in the United States Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.

☐ Additional documents in the chain of title are listed on a supplemental sheet.

☒ As required by 37 CFR 3.73(b)(1)(i), the documentary evidence of the chain of title from the original owner to the assignee was, or concurrently is being, submitted for recordation pursuant to 37 CFR 3.11.

[NOTE: A separate copy (i.e., a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, to record the assignment in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

Robert Spavin
Signature

3 DECEMBER 2008
Date

ROBERT SPAVIN
Printed or Typed Name

0141 445 1716
Telephone Number

LEGAL COUNSEL - Crusade Laboratories Limited
Title

This collection of information is required by 37 CFR 3.73(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

**ASSIGNMENT OF INVENTION
AND RELATED INTELLECTUAL PROPERTY RIGHTS**

Parties:**1 'The Assignor': JOE CONNER**

c/o Crusade Laboratories Limited, PO Box 1716, Glasgow, Strathclyde G51 4WF,
United Kingdom

2 'The Assignee': CRUSADE LABORATORIES LIMITED

(A body corporate existing under the laws of the United Kingdom)
of PO Box 1716, Glasgow, Strathclyde G51 4WF, United Kingdom

Recitals:

A) The Assignor is a joint inventor with others of the invention or inventions entitled VECTORS, MUTANT VIRUSES AND METHODS FOR GENERATING MUTANT VIRUSES ("the Invention") for which the International patent application set forth in the Schedule hereto has been filed ("the PCT Application")

((B)) In pursuance of an agreement made between the parties before the PCT Application was filed and to facilitate the prosecution of patent applications the Assignor has agreed execute this assignment to the Assignee of any and all rights which he may have in to and under the Invention and the PCT Application for all countries designated therein

Operative provisions:

In consideration for the payment of £1.00 and other valuable consideration by the Assignee to the Assignor the receipt and sufficiency of which is hereby acknowledged by the Assignor:

1 The Assignor hereby sells and assigns to the Assignee absolutely and free from incumbrances:

1.1 all rights title and interest which he may have in all countries of the world in to and under the Invention and the PCT Application and all national and regional phases thereof and any and all divisionals, continuations and continuations-in-part of any of the aforesaid applications and any and all patents that may be granted pursuant thereto for the full period thereof including any re-issues, re-examinations, renewals, extensions and Supplementary Protection Certificates and including all rights and powers arising or accrued therefrom including the right to sue for damages and other remedies in respect of any infringement of any such rights before on or after the date hereof and to retain any damages obtained as a result of such action;

1.2 all such rights as he may have to apply for prosecute and obtain patents and other intellectual property protection anywhere in the world in respect of the Invention to the intent that the grant of any patents or other intellectual property protection for the Invention shall be in the name of and shall vest in the Assignee or its successors or assigns;

1.3 all such rights as he may have to claim priority from any patent application from which priority is claimed in the PCT Application in any and all applications for patent protection for the Invention, such rights to be enjoyed by the Assignee with effect from the date of filing of the PCT Application;

to the intent that the Assignee shall have and hold the rights title and interest hereby assigned as fully and entirely as the same would have been held and enjoyed by the Assignor had this assignment not been made.

2 The Assignor hereby GRANTS the firm of Mewburn Ellis LLP the power to insert in the Schedule to this Assignment any further identification of any patent applications in Canada or the United States or any other countries or regions of the world which fall within the scope of clause 1 above, as may be necessary or desirable in order to comply with the rules of the United States Patent Office or the Canadian Patent Office or any other Patent Office for recordation of this document. It is understood and agreed that the Assignee's attorneys Mewburn Ellis LLP have represented only the Assignee and will continue to represent only the Assignee with respect to this invention.

3 The Assignor hereby UNDERTAKES that at the request and cost of the Assignee or its successors or assigns he will at all times hereafter promptly do all such acts and execute all such documents (including but not limited to documents required to be signed by or on behalf of inventors in the course of any and all Canadian and United States patent applications which relate to the Invention and any and all divisionals, continuations and continuations-in-part of any such applications) as may be reasonably necessary or desirable to secure the vesting in the Assignee or its successors or assigns of all rights title and interest assigned to the Assignee hereunder and to confirm the title of the Assignee or its successors or assigns to all such rights title and interest and to assist in the resolution of any question concerning the Invention or any application for patent or other intellectual property protection for the Invention or any intellectual property protection granted pursuant to any such application.

4 The Assignor hereby requests the relevant authorities in all countries of the world to issue any patents granted for the Invention in the name of the Assignee or its successors or assigns in

accordance with this assignment.

5 This assignment and undertaking shall be binding upon the Assignor's heirs, executors, administrators, successors and/or assigns and shall enure to the benefit of any heirs, executors, administrators, successors and/or assigns of the Assignee.

IN WITNESS WHEREOF the parties have executed this assignment and undertaking


SCHEDULE

Patent Application	Date	Title
PCT/GB2004/004839	17 November 2004	VECTORS, MUTANT VIRUSES AND METHODS FOR GENERATING MUTANT VIRUSES

SIGNED by **JOE CONNER**)

on: 14/02/05)

in the presence of:)

Signature: 

Witness

Signature: 

Name: **JENNIFER STEWART**

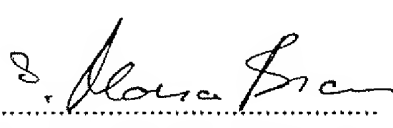
Address: **CRUSADE LABORATORIES LTD**
PO BOX 1716
GLASGOW G51 4WF

SIGNED for and on behalf of)

CRUSADE LABORATORIES LIMITED)

on: 14/02/05)

in the presence of:)

Signature: 

Name: **S. POIKA BROWN**

Position: **DIRECTOR**

Witness

Signature: 

Name: **JENNIFER STEWART**

Address: **CRUSADE LABORATORIES LTD**
PO BOX 1716
GLASGOW G51 4WF

**ASSIGNMENT OF INVENTION
AND RELATED INTELLECTUAL PROPERTY RIGHTS**

Parties:**1 'The Assignor': SUSANNE MOIRA BROWN**

c/o Crusade Laboratories Limited, PO Box 1716, Glasgow, Strathclyde G51 4WF,
United Kingdom

2 'The Assignee': CRUSADE LABORATORIES LIMITED

(A body corporate existing under the laws of the United Kingdom)
of PO Box 1716, Glasgow, Strathclyde G51 4WF, United Kingdom

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Operative provisions:

In consideration for the payment of £1.00 and other valuable consideration by the Assignee to the Assignor the receipt and sufficiency of which is hereby acknowledged by the Assignor:

1 The Assignor hereby sells and assigns to the Assignee absolutely and free from incumbrances:

1.1 all rights title and interest which she may have in all countries of the world in to and under the Invention and the PCT Application and all national and regional phases thereof and any and all divisionals, continuations and continuations-in-part of any of the aforesaid applications and any and all patents that may be granted pursuant thereto for the full period thereof including any re-issues, re-examinations, renewals, extensions and Supplementary Protection Certificates and including all rights and powers arising or accrued therefrom

including the right to sue for damages and other remedies in respect of any infringement of any such rights before on or after the date hereof and to retain any damages obtained as a result of such action;

1.2 all such rights as she may have to apply for prosecute and obtain patents and other intellectual property protection anywhere in the world in respect of the Invention to the intent that the grant of any patents or other intellectual property protection for the Invention shall be in the name of and shall vest in the Assignee or its successors or assigns;

1.3 all such rights as she may have to claim priority from any patent application from which priority is claimed in the PCT Application in any and all applications for patent protection for the Invention, such rights to be enjoyed by the Assignee with effect from the date of filing of the PCT Application;

to the intent that the Assignee shall have and hold the rights title and interest hereby assigned as fully and entirely as the same would have been held and enjoyed by the Assignor had this assignment not been made.

2 The Assignor hereby GRANTS the firm of Mewburn Ellis LLP the power to insert in the Schedule to this Assignment any further identification of any patent applications in Canada or the United States or any other countries or regions of the world which fall within the scope of clause 1 above, as may be necessary or desirable in order to comply with the rules of the United States Patent Office or the Canadian Patent Office or any other Patent Office for recordation of this document. It is understood and agreed that the Assignee's attorneys Mewburn Ellis LLP have represented only the Assignee and will continue to represent only the Assignee with respect to this invention.

3 The Assignor hereby UNDERTAKES that at the request and cost of the Assignee or its successors or assigns she will at all times hereafter promptly do all such acts and execute all such documents (including but not limited to documents required to be signed by or on behalf of inventors in the course of any and all Canadian and United States patent applications which relate to the Invention and any and all divisionals, continuations and continuations-in-part of any such applications) as may be reasonably necessary or desirable to secure the vesting in the Assignee or its successors or assigns of all rights title and interest assigned to the Assignee hereunder and to confirm the title of the Assignee or its successors or assigns to all such rights title and interest and to assist in the resolution of any question concerning the Invention or any application for patent or other intellectual property protection for the Invention or any intellectual property protection granted pursuant to any such application.

4 The Assignor hereby requests the relevant authorities in all countries of the world to issue any patents granted for the Invention in the name of the Assignee or its successors or assigns in accordance with this assignment.

5 This assignment and undertaking shall be binding upon the Assignor's heirs, executors, administrators, successors and/or assigns and shall enure to the benefit of any heirs, executors, administrators, successors and/or assigns of the Assignee.

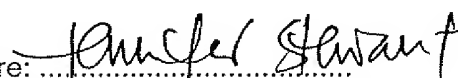
IN WITNESS WHEREOF the parties have executed this assignment and undertaking

SCHEDULE


Patent Application	Date	Title
PCT/GB2004/004839	17 November 2004	VECTORS, MUTANT VIRUSES AND METHODS FOR GENERATING MUTANT VIRUSES


SIGNED by **SUSANNE MOIRA BROWN**)
on: 14/02/05)
in the presence of:)

Signature: 

Witness
Signature: 
Name: **JENNIFER STEWART**
Address: **CRUSADE LABORATORIES LTD**
PO BOX 1716 GLASGOW G51 4WF.

SIGNED for and on behalf of)
CRUSADE LABORATORIES LIMITED)
on: 11/02/05)
in the presence of:)

Signature: 
Name: **GARY HAMILTON**
Position: **DIRECTOR**

Witness
Signature: 
Name: **JENNIFER STEWART**
Address: **CRUSADE LABORATORIES LTD**
PO BOX 1716
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